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16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA
18 SOUTHERN DIVISION – Santa Ana

19 UNITED STATES OF AMERICA,
20
21 Plaintiff,
22
23 v.
24
25 ANDREW HOANG DO,
26
27 Defendant.

Case No. 8:24-cr-00126-JVS

**DEFENDANT ANDREW DO'S
RESTITUTION HEARING
POSITION**

Date: August 11, 2025
Time: 9:00 a.m.
Place: Courtroom 10C
Judge: Hon. James V. Selna

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1 **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

2 Andrew Do, through counsel, begins this Position with the understanding
3 following discussion with the Government that both the Government and Mr. Do's
4 counsel are in accord that the appropriate restitution in this matter should be
5 confined to those monies received by Mr. Do and his daughters. We fully
6 anticipate that the Government's brief will confirm this. Monies received is agreed
7 upon as \$868,612. The only issue is whether a deduction for work actually
8 performed by daughter Rhiannon Do is warranted. Should the Court consider this
9 reduction, we recommend to the Court that a minimum wage level be accorded for
10 the hours performed, for a reduction leading to a total of \$802,692.

11 We also recognize that this Court is not bound by the Plea Agreement or by
12 any positions urged by any counsel. We believe that the good faith positions of
13 both sides, after diligent investigation and legal research, should be given great
14 weight by this Court.

15 Because the Court will appropriately take an independent view of this
16 matter, we ask this Court to consider that the appropriate restitution for Mr. Do
17 should be evaluated in either of two ways. First, the restitution loss figure should
18 be calculated based on the amount of the bribes received by Mr. Do, as was agreed
19 by the parties and set forth in the Plea Agreement. Second, if the Court chooses to
20 consider a greater loss amount, that loss amount should be apportioned pursuant to
21 18 U.S.C. Section 3664(h), down to the amount of bribes received by Mr. Do,
22 based on the significant factors described in this Position.

23 In the Court's analysis, as we believe is confirmed by the Government and
24 Mr. Do's counsel, we ask the Court to consider that there are actually two
25 conspiracies arising from the facts in this case, that Andrew Do has pled to one,
26 and that restitution should be ordered commensurate with his plea. In any event, an
27 order for restitution of no more than \$868,612 (*and may be lower after reviewing*
28 *the appropriate reductions noted below*) is the just result in light of all others,

1 charged and uncharged, and in light of the knowledge and intent of Mr. Do.

2 Further, we ask that the Court consider only admissible and reliable evidence in
3 reaching any decision. In this Position we discuss the discretion provided by 18
4 U.S.C. Section 3664(h) and other significant factors.

5 To elaborate on the foregoing, the two conspiracies are as follows:
6 Conspiracy One, Andrew Do's conspiracy with Peter Pham of Viet America
7 Society, to provide benefits to his family in an implicit exchange for Mr. Do's re-
8 allocation of County funds to Viet America Society; and Conspiracy Two, the
9 conspiracy between Mr. Pham and other individuals to divert and steal the
10 allocated funds in the manner described in the factual basis before this Court.

11 In Conspiracy One, Mr. Do had direct knowledge and intent to act corruptly,
12 as he has admitted to this Court. It is this limited knowledge and intent that
13 underlies the positions of a restitution range of both Government and Mr. Do's
14 counsel. Conspiracy Two, however, was committed without Mr. Do's knowledge
15 and intention, and does not support a claim for greater restitution, as proposed by
16 both the Government and Mr. Do's counsel. While both sides recognize that Mr.
17 Do did not do the reasonable oversight expected of a public official, this does not
18 support an order greater than that which Mr. Do received in bribes. The factual
19 basis of the Plea Agreement was specifically crafted by the Government to be
20 consistent with the parties' understanding of Andrew Do's lack of knowledge of
21 the alleged bad acts of Peter Pham and VAS (beyond the payments to Do's
22 daughters). Moreover, while Andrew Do may have helped steer the contracts to
23 VAS and allowed his daughters to receive benefits in appreciation for those
24 contracts, it was the County of Orange and County Counsel who was tasked with
25 supervising these contracts and had the access to audit their activities. In hindsight,
26 Andrew Do should have used more diligence in checking with the people who
27 were supposed to be overseeing these contracts before he went on YouTube to
28 endorse Peter Pham's work—but it is clear, as both parties tacitly confirm that there

1 is no evidence that Andrew Do had a role in Conspiracy Two. Mr. Do is guilty of
2 the conspiracy to which he pled, and we believe that the restitution limits proposed
3 by both parties should be ordered, or apportioned, as later discussed, with this in
4 mind.

5 In ordering appropriate restitution in this case, we submit that were the Court
6 to order restitution in line with Conspiracy One, as proposed by the Government
7 and Mr. Doe's counsel, in which Mr. Do acted with knowledge and intent,
8 restitution should be set within the range agreed to by the signatories to the Plea
9 Agreement. In the event that the Court deems it appropriate to consider the facts
10 outside of Mr. Do's knowledge, as per Conspiracy Two, or consider other facts
11 within the Plea Agreement, we believe that apportionment pursuant to 18 U.S.C.
12 Section 3664(h) is appropriate for the reasons set forth below—and Andrew Do's
13 portion should be limited to paying back what he or his daughter's received.

14 In the Court's examination of the Plea Agreement, we ask the Court to note
15 that the signed Plea Agreement was supplemented by a letter signed by Orange
16 County District Attorney/Public Administrator Todd Spitzer ("Letter Agreement");
17 the signed Letter Agreement expressly "fully incorporates all terms and conditions
18 set forth in the plea agreement with the USAO, *including all restitution terms.*"
19 Furthermore, the Letter Agreement was signed by Mr. Spitzer after having "jointly
20 investigated and prosecuted this matter," and it expressed his agreement that the
21 "interests of justice will be served by the plea agreement with the USAO."

22 We submit that the victim County of Orange became a constructive party to
23 the Letter Agreement through the District Attorney/Public Administrator of the
24 County, and thus that the victim confirmed that the interests of justice are served
25 by the Plea Agreement and its restitution clause. As part of the prosecution team,
26 we submit that the District Attorney and the County of Orange has committed itself
27 to the range of restitution limits submitted by the Government and agreed to by the
28 defense.

1 The Plea Agreement left it open that the range of \$550,000 to \$730,500
 2 “could change based on facts that come to the attention of the parties prior to
 3 sentencing.” (See Plea Agreement at 9:28-10:2) At present, we understand that the
 4 Government has discovered receipts that bring the amount to \$868,612. We discuss
 5 this below but believe that this is the upper limit of a just restitution order, subject
 6 to the further appropriate reductions noted below. In light of the foregoing, and for
 7 all of the following reasons, we submit that the Court is best to honor the positions
 8 of the Government team (which includes the County of Orange representative
 9 district attorney), and Mr. Do’s counsel.

10 **II. CONSPIRACY ONE IS THE APPROPRIATE FOUNDATION FOR**
 11 **THE COURT’S CONSIDERATION, AND THUS THE PARTIES’**
 12 **AGREED UPON RESTITUTION AT (OR BELOW) \$868,612 AS**
 13 **DISCUSSED HEREIN IS THE JUST RESULT IN THIS MATTER**

14 **A. The Proper Amount of Restitution Should Be \$868,612 or Below**
 15 **Based on the Actual Offense to Which Mr. Do has Pled Guilty,**
 16 **and Should Not Be Based on Other Related Offenses of Which He**
 17 **has Not Been Convicted**

18 Defendant Andrew Do has entered a guilty plea to conspiracy to commit
 19 bribery; according to the Plea Agreement and the Information, the object of the
 20 conspiracy was for him to accept financial benefits in exchange for voting to award
 21 contracts to Viet America Society (VAS) and received bribes totaling more than
 22 \$550,000 but less than \$868,612. There is no denying that Mr. Do’s conduct in
 23 accepting bribes was shameful and a betrayal of his constituents. As reprehensible
 24 as his conduct was, there is no evidence he knew about the broader scheme.
 25 Accordingly, Mr. Do now stands convicted of conspiracy to commit bribery, not to
 26 the broader conspiracy to commit fraud and essentially steal approximately \$10
 27 million by failing to provide contracted-for services—and has admitted receiving
 28 between \$550,000 and \$730,500 (subject to an increase if additional receipts are

1 found) in bribes, knowing that “some of the funds VAS received from the County
2 were being used to pay” those bribes. Since none of the bribes actually went to Mr.
3 Do (but to his daughters), he did not know the exact amount.

4 A court may award restitution under the Mandatory Victims Restitution Act
5 (MVRA) only for loss that flows directly from “the specific conduct that is the
6 basis of the offense of conviction.” *United States v. Gamma Tech Indus., Inc.*, 265
7 F.3d 917, 927 (9th Cir.2001) (quoting *Hughey v. United States*, 495 U.S. 411, 413,
8 110 S.Ct. 1979, 109 L.Ed.2d 408 (1990)); see also *United States v. Baker*, 25 F.3d
9 1452, 1457 (9th Cir.1994) (noting that “a district court may not order restitution for
10 any loss beyond that caused by the offense of which the defendant was
11 convicted”). Thus, a court is authorized to order restitution “for the offense of
12 conviction and not for other related offenses of which the defendant was not
13 convicted.” *United States v. Batson*, 608 F.3d 630, 636 (9th Cir.2010).

14 This, we submit, is the law underlying the proposals of both the Government
15 team and Mr. Do’s counsel to this Court.

16 Although the MVRA grants district courts “a degree of flexibility in
17 accounting for a victim's complete losses,” the court may “utilize only evidence that
18 possesses ‘sufficient indicia of reliability to support its probable accuracy.’” *United*
19 *States v. Waknine*, 543 F.3d 546, 557 (9th Cir. 2008) (quoting *United States v.*
20 *Garcia-Sanchez*, 189 F.3d 1143, 1148-49 (9th Cir. 1999)). Moreover, while “the
21 MVRA does not require courts to calculate restitution with exact precision, some
22 precision is required – ‘[s]peculation and rough justice are not permitted.’” *United*
23 *States v. Kilpatrick*, 798 F.3d 365, 388 (6th Cir. 2015) (quoting *United States v.*
24 *Ferdman*, 779 F.3d 1129, 1133 (10th Cir. 2015)). “The government has the burden
25 of proving the amount of the loss by a preponderance of the evidence.” *United*
26 *States v. Anderson*, 741 F.3d 938, 951 (9th Cir. 2013).

27 Under the law, a court is authorized to order restitution “for the offense of
28 conviction and not for other related offenses of which the defendant was not

1 convicted.” In light of this, the Board’s allegation that the loss is actually in the
2 realm of \$10,000,000 must be rejected.

3 Conversations with the Government have led us to anticipate that both
4 Government and Mr. Do’s counsel are, consistent with the Plea Agreement,
5 aligned in proposing a limit in restitution to that which was received by Mr. Do or
6 his daughters.

7 Finally, we ask the Court to consider that the investigating agencies on
8 behalf of the federal government, and the investigating agencies utilized by the
9 Orange County District Attorney, all led to the joint Plea Agreement language
10 cited above repeatedly. We ask this Court, which has not conducted an
11 investigation independent of those parties, to rely on the good faith conclusions
12 proposed by both the Government and Mr. Do’s counsel and as set forth in the Plea
13 Agreement including the attached signatories of the County’s representative.

14 **B. While Mr. Do has Entered a Guilty Plea to Conspiracy to Commit**
15 **Bribery, There is No Evidence or Allegation He Knew that Co-**
16 **Conspirators were Allegedly Stealing Millions by Failing to**
17 **Provide Contracted-For Services**

18 The Plea Agreement includes no allegation or evidence that Mr. Do had
19 actual knowledge that co-conspirators were misappropriating funds in an amount
20 massively in excess of the bribes paid to Mr. Do and his family, were failing to
21 perform contracted-for services, and were stealing millions for their own benefit.
22 Indeed, the Plea Agreement at most characterizes him as having recklessly
23 disregarded whether the funds were being properly used.

24 Similarly, the Information against Mr. Do (attached as Exhibit 2 to the Plea
25 Agreement) alleges that the object of the conspiracy to which Mr. Do has pled
26 guilty was for him to accept financial benefits in exchange for voting to award
27 County contracts to VAS. The overt acts in the Information all consist of
28 allegations either that Mr. Do voted in favor of agenda items authorizing allocation

1 of funds or that he directly or indirectly received financial benefits. No overt act, or
2 any other portion of the Information, alleges that Mr. Do knew about the broader
3 scheme.

4 Likewise, the Indictment in Case No. 8:25-CR-00100-JVS (*United States v.*
5 *Peter Anh Pham and Thanh Huong Nguyen*) contains no allegation or evidence
6 that Mr. Do knew Mr. Pham and others failed to perform the contracted-for
7 services and were stealing millions. The only overt acts in the Indictment for which
8 Andrew Do is responsible are related to the house payment and steering the
9 contracts to Peter Pham. There are many overt acts (over 130) related to checks
10 from and between Mr. Pham, VAS, and other entities having nothing to do with
11 Mr. Do. None alleges that Mr. Do knew about a broader scheme.

12 **III. IF THE COURT CHOOSES TO REJECT THE PROPOSALS OF**
13 **BOTH THE GOVERNMENT AND MR. DO’S COUNSEL, AND**
14 **DETERMINE RESTITUTION BASED ON CONSPIRACY TWO,**
15 **ANDREW DO’S LEVEL OF CONTRIBUTION AND ECONOMIC**
16 **CIRCUMSTANCES SUPPORT APPORTIONMENT WITHIN THE**
17 **RANGE DESCRIBED BY THE PLEA AGREEMENT**

18 **A. The Court Has Discretion to Order Apportionment of Restitution**
19 **Pursuant to 18 U.S.C. Section 3664(H)**

20 18 U.S.C. Section 3664(h) provides: “If the court finds that more than 1
21 defendant has contributed to the loss of a victim, the court may make each
22 defendant liable for payment of the full amount of restitution *or may apportion*
23 *liability among the defendants to reflect the level of contribution to the victim's loss*
24 *and economic circumstances of each defendant.*” (Emphasis added.)
25
26
27
28

B. Andrew Do's Level of Contribution is Mitigated by an Absence of Awareness of Any Lack of Meal Deliveries and Certainly Any Awareness of Alleged Theft by Others in the Conspiracy

In the Plea Agreement as supplemented by the Letter Agreement, the defense, government and district attorney as a County representative, in effect confirm that there is no evidence that Andrew Do had actual knowledge that misuse of allocated funds was occurring in an amount in excess of the bribes paid to his daughters. Nor is there any evidence that Mr. Do was aware of thefts by other conspirators.

We recognize the Court's view of Mr. Do's obligations as a public official. Although as an individual Orange County Supervisor, it was not necessarily his responsibility to provide this oversight, we recognize in hindsight that he should have taken steps to monitor the actual use of the funds before he made statements based on what now appears to be negligent or reckless assumptions. However, we believe that the lack of awareness of potential greater losses by others in the conspiracy is a substantial factor in a U.S.C. Section 3664(h) analysis. We ask the Court to consider and rely upon the factual statement in the Plea Agreement, to wit:

Defendant knew that some of the funds VAS received from the County was being used to pay bribes instead of to provide meals to the elderly or infirm. Defendant nonetheless intentionally voted on the contracts in reckless disregard as to whether the funds were being properly used.

(Plea Agreement at 18:3-7)

In short, there is no evidence that Andrew Do's failure as a public official in his actions involving the bribery payments to his daughters included his awareness or intention that the victim incurred or would incur losses beyond the diversion of funds to his family. In other words, there is simply no evidence that Andrew Do

1 was aware or intended that others chose to violate their county contracts and steal
2 millions from the victim.

3 **C. Andrew Do Should Not Be Held Responsible for Losses He Did**
4 **Not Anticipate or Even Know About**

5 A fair evaluation of the 3664(h) factors would apportion losses based on the
6 bad intentions and bad conduct of those who caused the losses. Had the other
7 conspirators performed their duties under the contract, then no losses would have
8 occurred, and Andrew Do would be tarred with the receipt of bribes but not with
9 the losses referenced by the victim in this matter.

10 Yes, Mr. Do received, via payments to his daughters, a large sum in bribes.
11 That sum was limited to the range of \$550,000 to \$730,500 with additions for other
12 monies received, noted in the Plea Agreement, and any other sums the government
13 might later discover he or his daughters received. Ordering Mr. Do to pay
14 restitution for the vast sums listed in the materials provided the Court that Mr. Do
15 could not anticipate is simply unfair. He is guilty of the crime of conspiracy to
16 commit bribery, and the Court has the power to order any figure supported by the
17 facts and evidence, but we ask that Court to use that power in accord with the
18 apportionment precepts of section 3664(h).

19 **D. Mr. Do's Economic Circumstances Warrant an Order Within the**
20 **\$550,000 to \$730,000+ Range**

21 The Plea Agreement and the Presentence Report (PSR) set forth the facts
22 about what happened, Mr. Do's participation and his daughter's receipt of the
23 bribes. It also provides insight into Mr. Do's financial abilities and current
24 situation. Mr. Do is capable of paying the restitution contemplated when all signed
25 the Plea Agreement and Letter Agreement; he is incapable of paying now or in the
26 future, the sums sought by the victim County through its impact statement.
27
28

1 **E. Equitable Circumstances Support Apportioning Restitution,**
2 **Resulting in an Amount Within the \$550,000 to \$730,500+ Range**

3 Before reviewing the equitable circumstances below, we ask the Court to
4 enforce the precept noted in the Court’s Sentencing Memorandum, that one
5 “cannot change the admitted facts after the fact.” (Sentencing Memorandum at
6 page 4 of 8). We believe that this applies equally to both parties, and to all
7 signatories of the Plea Agreement. A just system has all parties investigating and
8 negotiating in good faith. Abiding by the principles of agreement to the facts in the
9 Plea Agreement is a major bedrock component of a just system. We recognize that
10 this Court is not bound by the Plea Agreement, but the parties are. And we
11 consider the parties to include all signatories who confirmed the validity and terms
12 of the Plea Agreement either on the document itself or on the letters attached to the
13 Plea Agreement. The specific statements within the Plea Agreement at paragraph 9
14 concerning the range of restitution for loss, and in public comments (*see* Exhibit A,
15 Press Release), confirm the intentions of the parties to the range identified in the
16 Plea Agreement.

17 **1. Andrew Do Relied on the Plea Agreement Verification of**
18 **the Restitution Amount to be Expected in the Future**

19 Andrew Do agreed to plead guilty and accept a lengthy prison sentence
20 based on the terms of the Plea Agreement. We submit that the specific language in
21 the Plea Agreement regarding the range of appropriate restitution should be the
22 controlling language for consideration. In addition, forfeiture of the house was also
23 activated by the Plea Agreement, and sentence. That house has now been forfeited.

24 **2. The Court Should Agree With the Government And Not**
25 **Accept the Victim’s Later Claim Via an Impact Statement**
26 **By a Victim Who had Agreed to a Lesser Figure, Through**
27 **the Representation of the District Attorney**

28 As set forth above, by the Letter Agreement, the victim County agreed,

1 through Orange County District Attorney Todd Spitzer, to the incorporated and
2 confirmed terms of the Plea Agreement, including the range of restitution. Since it
3 is bound by those terms, it should not be permitted by its victim impact statement
4 to seek greater restitution when that impact statement is based on purported facts
5 known to the County and its representative, the Orange County District Attorney's
6 Office, at the time the Plea Agreement and Letter Agreement adopting the same
7 were signed. Again, the District Attorney and the County agreed in adopting the
8 terms of the Plea Agreement, "The parties currently believe that the applicable
9 amount of restitution is more than \$550,000 and less than approximately \$730,500
10 but recognize and agree that this amount could change based on facts that come to
11 the attention of the parties prior to sentencing." (Plea Agreement 9:26-10:2)

12 The victim impact statement does not establish that the purported facts stated
13 therein came to the attention of the County and/or District Attorney after execution
14 of the Plea Agreement and Letter Agreement and otherwise change the amount of
15 the bribes the County knew Mr. Do received when Mr. Do, the government and the
16 County vis-à-vis Todd Spitzer signed, respectively, the Plea Agreement and Letter
17 Agreement. Instead, the victim impact statement is entirely based on purported
18 facts known to the government, County and District Attorney when the Plea
19 Agreement and Letter Agreement were signed. Further the victim impact statement
20 was presented by the government after the government had signed an agreement
21 not to contest the facts presented in the Plea Agreement. As the Government we
22 expect will state, the victim impact statement should therefore be rejected as
23 contrary to the express terms of the Plea Agreement and Letter Agreement. In
24 addition, the Plea Agreement reflects the results of a thorough investigation by
25 both the County and United States representatives and their respective law
26 enforcement agencies.

IV. IF THE COURT ACCEPTS BOTH GOVERNMENT AND MR. DO'S COUNSEL UNIFIED POSITION, THE RESTITUTION WOULD BE NO HIGHER THAN \$868,612 AND SUBJECT TO ONE FURTHER REDUCTION AS SHOWN BELOW.

In determining the appropriate level up to \$868,612, we ask the Court to consider reductions from that figure as follows:

This is the chart of payments to Mr. Do's family.

No.	Bribe	Date	Amount
1	Check from Behavioral Health Solutions to Rhiannon Do	3/11/22	\$18,000
2	Check from VAS to Rhiannon Do	4/2/22	\$18,000
3	Check from Co-Conspirator 1 to Rhiannon Do	5/22/23	\$25,000
4	Check from J.T. to Rhiannon Do for the house	8/4/22	\$40,000
5	Check from H.D. Construction to Rhiannon Do	1/5/23	\$5,000
6	Check from VAS to Rhiannon Do	2/8/23	\$5,000
7	"Gift of Cash" from AFI to Rhiannon Do (house down payment)	7/18/23	\$350,000
8	"Earnest Money" from AFI to Rhiannon Do	7/7/23	\$31,050
9	Check from Co-Conspirator 1 to Daughter 2	9/26/22	\$25,000
10	Check from D-Air to Daughter 2	10/18/22	\$25,000
11	Check from D-Air to Daughter 2	11/30/22	\$25,000

No.	Bribe	Date	Amount
12	Check from D-Air to Daughter 2	2/21/23	\$25,000
13	“Salary Payments” from Perfume River Restaurant/AFI to Rhiannon Do	9/7/2021 – 2/8/24	\$224,000
14	“Salary Payments” from VAS to Rhiannon Do	3/1/23 – 9/30/23	\$27,237
15	“Salary Payments” from Warner Wellness to Rhiannon Do	9/1/23 – 3/31/24	\$25,325
	Total		\$868,612

The amount paid to Rhiannon for salary and compensation for her work was \$378,612 (taking out payments to the other daughter and the house payments). Part of the salary was paid, as the Factual Basis to the Plea Agreement states, “in appreciation of the contracts awarded by the county, (Plea Agreement, at 16:11-12), but part was also salary earned by Rhiannon.

Rhiannon did significant work for Warner Wellness Center, and it would, in fact, violate California law for her to work for approximately 17 months with no compensation. Assuming she has earned at least the fast-food minimum wage of \$20 hours, she had to be paid for 17 months (March 2023-August 2024). This would mean that for 82.4 weeks at approximately \$800 a week, she earned no less than \$65,920, bringing the final restitution number to \$802,692.00.

A. Rhiannon’s Work with Warner Wellness

Rhiannon Do did substantive work for WWC, including drafting HR and company manuals, interviewing and hiring all staff including vetting an MD, multiple clinicians and contractors; she researched regulations regarding hiring clinicians from Vietnam; worked with food scientists to prepare senior-appropriate menus and conducted lab testing on nutritional values; drafted a proposal for the

1 Elderly Nutrition Program; conducted all staff training and served as the face and
2 main contact for WWC.¹ According to the factual basis in the Plea Agreement, she
3 was paid a little over half of what she was offered at Jones Day, where she was
4 given an offer to start at an annualized salary of \$225,000. (Exhibit F to the
5 Krieger Decl.) Ms. Do was very concerned about providing health services to
6 Asian Americans—and even wrote her thesis in law school specifically on health
7 disparities among Asian Americans entitled “Improving Immigrant Pathways to
8 Address Preventive Health Disparities Among Asian Americans.” Ms. Do took her
9 position with WWC seriously and she provided value for WWC. While some of
10 Ms. Do’s salary may be seen as being in appreciation of Andrew Do’s advocating
11 for getting VAS the County contracts, Rhiannon Do’s salary was earned—and by
12 California law has to be credited to her for her work. We are assuming,
13 conservatively, she would be paid at a non-profit at least minimum wage. This is
14 why we urge the Court to order \$802,692 in restitution. Andrew Do should not
15 have to pay back money for salary that his daughter properly earned—as that
16 compensation properly belongs to the employee, Rhiannon Do.

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19 ¹ As stated in our original Sentencing Position Papers, Ms. Do. put together an
20 Outreach and Education Plan. (Exhibit A to the Declaration of Eliot Krieger, filed
21 with Defendant’s Sentencing Position Papers, Clerks Record at Doc No. 35,
22 hereafter “Krieger Decl.”) She delivered an app for the WWC. (Exhibit B to the
23 Krieger Decl.) She created a program to train people what WWC was about and
24 created a center with the vision “to achieve good mental health through education,
25 stigma reduction and removal of all barriers to services.” (Exhibit C to the Krieger
26 Decl., PowerPoint describing the vision of the program). Her vision involved
27 mapping out all of the people working at the center. (Exhibit D to the Krieger
28 Decl.) Ms. Do mapped out everyone’s responsibilities at WWC—from the clinicians
to the case managers, the community outreach specialists and even the
responsibilities of the receptionist. *Id.* She set up a warm line (Exhibit K to the
Krieger Decl.) and set up a strategic plan for WWC. (Exhibit E to the Krieger
Decl., Strategic plan for WWC dated August 2022).

V. THE COURT MAY ALSO ORDER PAYMENTS COMMENSURATE WITH MR. DO'S ECONOMIC CIRCUMSTANCES

18 U.S.C. 3664(f) permits this Court to order Andrew Do to make payments commensurate with his ability to pay:

(3)(A) A restitution order may direct the defendant to make a single, lump-sum payment, partial payments at specified intervals, in-kind payments, or a combination of payments at specified intervals and in-kind payments.

(B) A restitution order may direct the defendant to make nominal periodic payments if the court finds from facts on the record that the economic circumstances of the defendant do not allow the payment of any amount of a restitution order, and do not allow for the payment of the full amount of a restitution order in the foreseeable future under any reasonable schedule of payments.

This Court has already indicated that Andrew Do has a limited ability to pay restitution, as Mr. Do's complete summary of his assets appear in the PSR. We believe that once the Court finds a figure that fairly deals with the statutory requirements, via an appropriate assessment of Mr. Do's ability to pay should be made. In that regard, and considering that this Court has sentenced Mr. Do to five years in prison, we submit that a rate of payment commensurate with his ability be ordered. This rate is consistent with the parties' agreement with the range as between \$550,000 and \$730,500 (which also provided for an additional increase for other monies received by Mr. Do or daughters).

VI. CONCLUSION

We urge the Court to accept the unified positions of both the Government team and Mr. Do's counsel and order restitution in an amount no higher than \$868,612 and to further reduce that figure to \$802,692 to account for a minimum wage salary for the work done by Rhiannon. Andrew Do has agreed to the seizure of the property that VAS assisted his daughter in buying (which has already

1 occurred, based on the Plea Agreement), the Government has recommended, and
2 Defendant concurs that the proceeds from the sale of the property should off-set
3 any amount of restitution ordered.

4 Respectfully submitted,

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6 Dated: July 21, 2025

/s/

7 PAUL S. MEYER
8 ELIOT KRIEGER
9 Attorneys for Defendant,
10 Andrew Do
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